

4/11/21
9:45 a.m.

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION OF THE THREE VILLAGE CENTRAL SCHOOL DISTRICT OF BROOKHAVEN AND SMITHTOWN and the THREE VILLAGE TEACHERS' ASSOCIATION, expiring on June 30, 2021, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term** - 7/1/21 through 6/30/25
2. **Salary – Article VI – Paragraph A** - Delete “July 1, 2016 through June 30, 2021” and substitute “July 1, 2021 through June 30, 2025”; Delete “and B5”.

Paragraph B – Delete and substitute:

- B. (1) – For the 2021/22 school year, the 2020/21 salary schedule shall be improved by 3.5%. For the 2021/22 school year, TVTA members will remain on step (no increment movement) and shall continue to be paid pursuant to the step they were paid during the 2020/21 school year.
- (2) – For the 2022/23 school year, the 2021/22 salary schedule shall be improved by 3.5%. For the 2022/23 school year, TVTA members will remain on step (no increment movement) and shall continue to be paid pursuant to the step they were paid during the 2020/21 school year.
- (3) – For the 2023/24 school year, the 2022/23 salary schedule shall be improved by 3.5%. For the 2023/24 school year, TVTA members will remain on step (no increment movement) and shall continue to be paid pursuant to the step they were paid during the 2020/21 school year.
- (4) – For the 2024/25 school year, the 2023/24 salary schedule shall be improved by 3.5%. For the 2024/25 school year, TVTA members will remain on step (no increment movement) and shall continue to be paid pursuant to the step they were paid during the 2020/21 school year.
- (5) – Effective for the 2025/26 school year and thereafter, step movement shall resume.

For the purpose of clarification as to the step freeze, in 2021/22, a teacher on Step 5 during 2020/21, shall remain on step 5 for 2021/22 and shall also remain on that step for 2022-23 through 2024/25. Effective 2025/26 that teacher shall move to Step 6.

- (6) - Auxiliary Salary Schedules – shall be improved as follows:

2021/22 – 1%
 2022/23 – 1%
 2023/24 – 1%
 2024/25 – 1%

Paragraph C – Delete

Paragraph E – Re-letter as Paragraph C

3. **Article IX – Teacher Assignments** – Paragraph B – Add as follows:

When a department within the district requires a teacher to travel between buildings, the district shall first seek volunteers to travel. If there are no volunteers or more than one volunteer, then the district shall consider seniority in the decision as to who will be traveling. In the determination of requests for travel, the convenience and wishes of the individual teacher will be considered to the extent that they do not conflict with the instructional requirements and best interests of the school system and program under which the teacher operates. If there are no volunteers or in the event a volunteer is not in the best interest of the school system and program, the district will assign the teacher to travel based on seniority (the least senior teacher shall be assigned) with the previously noted criteria considered. The district shall not, without cause, choose the same person to travel repeatedly. However, the assignment of teachers is in the sole non-grievable discretion of the District.

4. **Article XI – Class Size and Teacher Load** – Paragraph A – Last Subparagraph – Delete

Paragraph B(7) – Delete all after first sentence.

5. **Article XII – Professional Responsibilities/Schedules** – Paragraph D(4) – Add – “Effective July 1, 2021, elementary classroom teachers shall be scheduled for six (6) forty-five (45) minute duty-free preparation periods per week.”;

Paragraph D(7) – Second Sentence – Delete “and” after “music” and add after “art” – “, physical education and health”.

6. **Article XIII – Agency Fees** - Delete

7. **Article XIV – Extra-Curricular Activity** – Paragraph E – Add at end of paragraph as follows:

Supervision of clubs will first be offered to TVTA members with the best qualifications considered as determined by building principals after consultation with the extra-curricular committee. If there are no volunteers, it will be offered to other staff members.

8. **Article XVIII – Inservice Education/Graduate Courses – Paragraph A (7)** – Add “and \$90.00 per course hour for 2021-22 and thereafter.”

9. **Article XXIII – Group Insurance – Paragraph A – Health Insurance – Subparagraph (1)** - **First, Second, Third and Fourth Sentences** – Delete and substitute as follows:

Effective July 1, 2021, a group health insurance policy shall cover all teachers and be paid 83.5% by the Board of Education. Effective July 1, 2022 until June 30, 2023, the Board’s contribution shall be 83% of said cost. Effective July 1, 2023 until June 30, 2024, the Board’s contribution shall be 82.5% of said cost. Effective July 1, 2024 and thereafter, the Board’s contribution shall be 82% of said cost.

Paragraph B - Benefit Trust Fund – Subparagraph (2) - Delete dates and numbers and substitute: 2021/22 - \$2,290; 2022/23 - \$2,415; 2023/24- \$2,540; and 2024/25 - \$2,665.

10. **Article XXVII – Retirement Incentive – Paragraph A(1)** - Delete and substitute as follows:

Payment for unused accumulated sick days that an individual teacher has in his/her sick bank as of June 30 of the year of retirement up to 330 days at the amount of one day’s pay for every four days of unused accumulated sick days.

Paragraph A(3)(a) – Delete reference to “June 30, 2017” (two places) and substitute “June 30, 2021”.

Paragraph A(4) - Delete

Add New Paragraph A(4) as follows:

This retirement incentive shall not sunset.

Add New Paragraph A(5) as follows:

As long as all of the other eligibility conditions are met, the Superintendent may, in her/his sole non-grievable discretion, permit teachers to retire on a date prior to June 30th and still remain eligible for the retirement incentive provided the following conditions are met:

- a. The teacher submits a request to the Superintendent to retire at least sixty (60) days prior to the proposed retirement.
- b. The Superintendent grants such request.

Requests may be made by a teacher, and the fact that one is granted does not establish a precedent for future requests.

No reason need be given for the granting or refusal of a request to retire prior to June 30th.

11. **Add New Article XXXI – Unused Sick Leave Upon Retirement** – Full-time Teachers who record their intention to retire in writing to the Superintendent’s office at least one hundred twenty (120) days prior to their planned retirement date, shall be paid at the rate of \$100 per day for unused sick days that have accumulated during their employment not to exceed 300 days or the maximum amount of \$30,000.00. To be eligible for this benefit, the employee must be both eligible to retire under the provisions of the New York State Teachers’ Retirement System and subsequently retire under same. In the event that an employee is eligible for the retirement incentive benefit set forth in Article XXVII, the same unused sick days may be used for calculation of the retirement incentive benefit and benefit listed herein.

Paraprofessional/Teaching Assistants’ Addendum

1. **Paragraph III – Salary – First Subparagraph - Second Sentence** – Delete all after “increases of” and substitute “3.5% for each year from July 1, 2021 through June 30, 2025. There shall be no step (increment) movement .”; Last Sentence – Delete all after “increases of” and substitute “3.5% for each year from July 1, 2021 through June 30, 2025. There shall be no step (increment) movement.”

Add new last subparagraph as follows:

Teaching assistants with special assignments requiring intensive behavior, learning support (aggressive behavior, elopement, self-injury) daily life skills (toileting, personal hygiene) may, in the sole non-grievable discretion of the District, be paid a stipend of \$2,500. The determination of entitlement for the stipend shall be made on a yearly basis and such determination is in the sole non-grievable discretion of the district.

2. **Paragraph IV A – Group Insurance - First Sentence** – Delete all after “shall be” and substitute as follows:

12% of the cost of premium for individual or family coverage effective July 1, 2021. Said contribution shall be increased to 13% effective July 1, 2022; 14% effective July 1, 2023; and 15% effective July 1, 2024.

3. **Paragraph IV C(1) – Sick Days – First Sentence** – Delete reference to “Twelve (12)” and substitute “Fifteen (15)”.

4. **Paragraph IX D(2) – Sick Days** – Delete reference to “Twelve (12)” and substitute “Fifteen (15)”;

Subparagraph D(3) – Terminal Allowance – First Sentence – Delete reference to “170” and substitute “190”.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day April 2021.

BOARD OF EDUCATION
THREE VILLAGE CENTRAL
SCHOOL DISTRICT

THREE VILLAGE
TEACHERS’ ASSOCIATION

BY: *Cheryl Pedisich*
CHERYL PEDISICH
Superintendent of Schools

BY: *Claudia J. Reinhart*
CLAUDIA J. REINHART
President